

JAN 17 1982

AN ORDINANCE AMENDING ORDINANCE NO. 73-4, KNOWN AS THE
SUBDIVISION AND PLATTING REGULATIONS OF PALM BEACH COUNTY;
AMENDING PARAGRAPH A, MEDIAN STRIPS, OF SECTION XV, ARTICLE
X; CREATING APPENDIX 16, ESCROW AGREEMENT; PROVIDING FOR
SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND
PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA, that Ordinance No. 73-4, as amended, known as
the Subdivision and Platting Regulations of Palm Beach County, is amended
in part as follows:

Section 1. Paragraph A, Median Strips, of Section XV, Article X, is
hereby amended to read:

A. MEDIAN STRIPS--Median strips which are part of a dedicated
or deeded public right of way may not be utilized for any
purpose other than by the County or public utility. How-
ever a developer or property owner may beautify a median
strip and/or swale areas with landscaping in accordance
with Subsection 4.I. of the Palm Beach County Landscape
Code under permit issued by the County Engineer after
submission and approval of landscaping plans and executing
a maintenance agreement approved by the County Attorney's
Office.

Section 2. Appendix 16 is hereby created to read:

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, entered into this ____ day of ____, by
(name of developer
and between as appears on contract), hereinafter referred to as the DEVELOPER,
and (bank's name) ____, of (City and State) ____, hereinafter referred to
ASSOCIATION.

W I T N E S S E T H:

WHEREAS, DEVELOPER is owner of that real property located in Palm
Beach County, Florida, described as:

(legal description)

which the DEVELOPER proposes to plat under the name of (name of plat as it
appears on contract); and

WHEREAS, certain development work is required to be done on said real
property in accordance with the plans and specifications prepared by ____
_____, together with any amendments or modifications thereto and
together with any other approved drawings and/or plans therefore or approved
amendments to same; and

WHEREAS, in order to satisfy the requirements of the Palm Beach County
Subdivision and Platting Regulations, Ordinance No. 73-4, as amended, as to
the securing of said development work before Palm Beach County will approve
the recording the said plat of _____, the DEVELOPER has de-
posited with the ASSOCIATION the sum of _____ Dollars
(\$_____) representing one hundred and ten percent (110%) of the total
cost of the said development improvements which escrow funds are to be
released to the DEVELOPER for payment of said development expenses pursuant
to the terms hereof;

NOW, THEREFORE, in consideration of the covenants and agreements contained
herein, the parties hereto agree as follows:

1. The deposited funds shall be released to the DEVELOPER upon written
approval of Palm Beach County (hereinafter referred to as COUNTY) which shall
approve the release of the funds on deposit not more than once a month to
the DEVELOPER on the recommendation of the County Engineer, in amounts due
for work done to date, based on the percentage completion of the work mul-
tiplied by the respective work costs less ten percent (10%) and further,
that upon completion of the work, the COUNTY shall approve the release to
the DEVELOPER, on the recommendation of the County Engineer, of any remainder
to the DEVELOPER. In the event, however, that DEVELOPER shall fail to comply
with the requirements of the Contract for Construction of Required Improve-
ments between DEVELOPER and COUNTY, No. _____, then the ASSOCIATION agrees
to pay to the COUNTY, immediately upon demand, the balance of the funds held
in escrow by the ASSOCIATION, as of the date of the demand, provided that
upon payment of such balance to the COUNTY, the COUNTY will have executed and

APPENDIX 16

delivered to the ASSOCIATION in exchange for such funds a statement to be signed by the County Engineer of Palm Beach County to the effect that:

(a) DEVELOPER has failed to comply with the requirements of the Contract for Construction of Required Improvements above-mentioned; (b) the COUNTY, or its authorized agent, will complete the work called for under the terms of the above-mentioned contract to the extent of the funds then held in escrow; (c) the escrow funds drawn down by the COUNTY shall be used for, but not limited to, engineering, legal and contingent costs and expenses, also to offset any damages, either direct or consequential, which the COUNTY may sustain on account of the failure of the DEVELOPER to carry out and execute the above-described development work; and, (d) the COUNTY will promptly repay to the ASSOCIATION any portion of the funds drawn down and not expended in completion of the said development work.

2. It is agreed that written notice to the ASSOCIATION by the COUNTY, specifying what amounts are to be paid to the DEVELOPER shall constitute authorization by the COUNTY to the ASSOCIATION for release of the specified funds to the DEVELOPER. Payment by the ASSOCIATION to the DEVELOPER of the amounts specified in a letter of authorization by the COUNTY to the ASSOCIATION shall constitute a release of the ASSOCIATION for the funds disbursed in accordance with the letter of authorization from the COUNTY.

3. It is further agreed that should the funds held in escrow be insufficient to complete the required improvements that the COUNTY, after duly considering the public's interest, health, safety and welfare, may at its option complete the required improvements and resort to any and all legal remedies against the DEVELOPER.

4. Nothing in this Agreement shall make the ASSOCIATION liable for any funds other than those placed on deposit by the DEVELOPER in accordance with the foregoing provisions; provided, that the ASSOCIATION does not release any monies to the DEVELOPER except as stated in this Escrow Agreement.

5. By execution of this Agreement the ASSOCIATION acknowledges receipt from the DEVELOPER for deposit in escrow in accordance with the terms and conditions of this Agreement the sum of _____ Dollars (\$_____).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this ____ day of _____.

(CORPORATE SIGNATURE BLOCK)

a corporation of the State of _____.

ATTEST:

By: _____
(typed name and title)

(typed name and title)

[Impressionable Corporate Seal]

(INDIVIDUAL SIGNATURE BLOCK)

WITNESSES:

(typed name)

(ASSOCIATION SIGNATURE BLOCK)

_____, of _____

ATTEST:

By: _____
(typed name and title)

(typed name and title)

[Impressionable Corporate Seal]

STATE OF _____
COUNTY OF _____

BEFORE ME, a notary duly authorized in the State and County named above to take acknowledgements personally appeared _____ and _____, who acknowledged themselves to be the _____ and _____, respectively, of _____, and as such officers, being authorized to execute the above Escrow Agreement for the purposes therein contained.

WITNESS my hand and seal this ____ day of _____, in the County and State aforesaid.

My Commission Expires:

Notary Public

[Impressionable Seal]

Section 3. Severability. If any section, paragraph, sentence, clause, phrase or word of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remainder of this ordinance.

Section 4. Inclusion in the Code. The provisions of this ordinance shall become and be made a part of the Code of Laws of Ordinances of Palm Beach County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such; and the work "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. Effective Date. The provisions of this ordinance shall become effective upon receipt of acknowledgment by the Department of State, State of Florida.

APPROVED AND ADOPTED by the Board of County Commissioners of Palm Beach County, Florida, on the 23rd day of May, 1978.

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature] Vice Chairman

Acknowledged by the Department of State, State of Florida, on this
1st day of June, 1978.

EFFECTIVE DATE: Acknowledgment from the Department of State received on June 6, 1978, at 4:48 p.m. and filed in the Office of the Clerk of the Board of County Commissioners of Palm Beach County, Florida.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

James B. Hill
County Attorney

COUNTY OF PALM BEACH, STATE OF FLORIDA
CLERK OF CIRCUIT COURT

I, John B. Dunkle, Clerk of the Fifteenth Judicial Circuit Court of the State of Florida and Clerk of the Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 78-9, amending Ordinance No. 73-4, known as the Subdivision and Platting Regulations of Palm Beach County, approved and adopted by the Board of County Commissioners in regular session May 23, 1978, as shown by the records of this office.

Given under my hand and the Seal of the
Board of County Commissioners of Palm
Beach County, Florida, at the County
Courthouse, West Palm Beach, Florida,
this the 16th day of June, A. D., 1978.

JOHN B. DUNKLE, Clerk of
Circuit Court and Clerk of the
Board of County Commissioners.

By Paul Icard
Paul Icard
Comptroller/Deputy Clerk